



भारत का राजपत्र The Gazette of India

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प्राधिकार से प्रकाशित
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सं. 18] नई दिल्ली, मई 1—मई 7, 2022, शनिवार/वैशाख 11—वैशाख 17, 1944
No. 18] NEW DELHI, MAY 1—MAY 7, 2022, SATURDAY/VAISAKHA 11—VAISAKHA 17, 1944

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

विदेश मंत्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 4 मई, 2022

का.आ. 432.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारत के सहायक उच्चायोग, सिलहट में श्री राम किशोर रवि दास, सहायक अनुभाग अधिकारी को दिनांक 04 मई, 2022 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[फा. सं. टी-4330/01/2022(20)]

एस. आर. एच. फहमी, उप सचिव (कांसुलर)

MINISTRY OF EXTERNAL AFFAIRS**(CPV Division)**

New Delhi, the 4th May, 2022

S.O. 432.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Ram Kishore Ravi Das, Assistant Section Officer as Assistant Consular Officer in the Assistant High Commission of India, Sylhet to perform the consular services with effect from May 4, 2022.

[F. No. T-4330/01/2022(20)]

S.R.H. FAHMI, Dy Secy. (Consular)

श्रम और रोजगार मंत्रालय

नई दिल्ली, 27 अप्रैल, 2022

का.आ. 433.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय नंबर 1, धनबाद के पंचाट (संदर्भ संख्या 268/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.04.2022 को प्राप्त हुआ था।

[सं. एल-20012/509/1997-आई आर (सी-1)]

राजेन्द्र सिंह, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 27th April, 2022

S.O. 433.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 268/2001) of the Central Government Industrial Tribunal-cum-Labour Court No.1, DHANBAD as shown in the Annexure, in the industrial dispute between the Management of B.C.C.L. and their workmen, received by the Central Government on 27.04.2022.

[No. L-20012/509/1997-IR (C-D)]

RAJENDER SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 268/2001**

Employer in relation to the management of Kankanee Colliery under Sijua Area of M/s. BCCL.

AND**Their workman****Present:** Shri Dinesh Kumar Singh, Presiding Officer**Appearances:**

For the Employers : None

For the workman. : None

State : Jharkhand.

Industry:- Coal

Dated 30.03.2022

AWARD

By Order No.L-20012/509/1997-IR(C-I) dated 18/21.06.2001 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the RCMS from the management of BCCL, Sijua Area for continued employment and regularisation of Sh. Sukhdeo Bhuia and 8 others (as per list enclosed) as Cartridge Makers is just & fair. If so, to what relief are the said workman entitled and from what date?”

List of Workmen

- | | |
|------------------------|----------------------|
| 1. Sukhdeo Bhuia | 2. Kush Kumar Mishra |
| 3. Nirmal Kumar Sharma | 4. Bageshwar Das |
| 5. Sheo Kumar Singh | 6. Birendra Singh |
| 7. Gaya Prasad Singh | 8. Ajay Kumar Mishra |
| 9. Abdesb Kumar Mishra | |

2. The reference is received on 21/12/2001 by this Tribunal in which the Working Committee Member or Area President of Rashtriya Colliery Mazdoor Sangh, Dhanbad had been advised to submit statement of claim along with relevant document within fifteen days but the union/workman did not appear before the Tribunal. However after receipt of the reference, both parties were noticed and both parties appeared for certain dates, but subsequently both of them left appearing before this Tribunal. Thereafter again regd. notice was issued to the parties but even then no one appeared on behalf of the workman/union and the notice returned unserved with endorsement “Addressee Not Found”. Now the case is pending since 21/12/2001 and workman/union is not appearing before Tribunal. So, it is felt that workman/union has lost its interest in this matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 2 मई, 2022

का.आ. 434.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंध तंत्र के संबंधित नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या 6/2018) को प्रकाशित करती है।

[सं. एल-12012/180/2007-आई आर (बी-1)]

डी. गुहा, अवर सचिव

New Delhi, the 2nd May, 2022

S.O. 434.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 6/2018) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Bhubaneswar* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/180/2007-IR (B-1)]

D. GUHA, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BHUBANESWAR****Industrial Dispute Case No.6 of 2008
Dated of passing of the award 25.06.2019**

Present: Shri B.C.Rath, LL.B., Presiding Officer,
Central Government Industrial Tribunal,
Bhubaneswar.

Between:

1. The Chief Manager, SBI
Chatrapur, District-Ganjam, Odisha.
2. Sri S. Rama Babu S/o. Late S.C. Reddy,
Karini Street,
Chatrapur, Dist-Gnjam.

...First Party- Managements

Versus

Sri Lingaraj Nayak,
S/o.Late Kanduri Nayak,
Chatrapur (Kapil Harizan Sahi),
District-Ganjam.

...2nd. Party Workman

Appearances:-

For the First Party Management : Sri A.K. Prusty
For the 2nd Party workman : Self

AWARD

The Government of India, Ministry of Labour and Employment have referred an Industrial Dispute between the above named parties for its adjudication vide its order No,L-12012/180/2007-IR(B-I) in exercising authority under Clause (d) of sub-section(1) and sub-section(2-A) of Section 10 of the Industrial Disputes Act, 1947 (herein after referred to as "the Act") and the Schedule of the reference is as follows:-

“Whether the action of the management of State Bank of India, Chatrapur Br. Through his contractor Sri S. Chinneya Reddy terminating the service of Sri Lingaraj Nayak, is justified? If not, what relief the workman is entitled to?”

2. Briefly stated the case of the 2nd Party Workman is that he joined in the establishment of 1st Party Management No.1 on 17.1.1990 as a Sweeper on temporary basis and continued to work as a sweeper in Chatrapur State Bank of India, Main Branch till 5.12.2005 when he was refused employment. According to him on his joining a S.B. Account No.59/6584 was opened in the said branch of the 1st Party Management at Chatrapur and he was receiving his wages through the said S.B.Pass Book. He was performing his duty with utmost sincerity and diligently to the satisfaction of his authority. There was no adverse remark or stigma of any kind in his service record. It is his stand that he was employed continuously and uninterruptedly with effect from 17.1.1990 till he was discharged from service on 5.12.2005. Persons who joined temporarily in the 1st Party Management subsequent to his joining are regularized whereas his seniority was ignored and he was discharged from service without compliance of notice pay and rehabilitation compensation. Hence, he raised a dispute before the labour machinery and consequently the reference is made to this Tribunal for adjudication of the dispute as stated earlier.

3. The 1st Party Management Bank and the Contractor Sri S. Chinayya Reddi on being impleaded in the reference were noticed. The contractor Sri Reddy did not choose to contest the claim of the 2nd party for which he has been set exparte. The 1st Party Management No.1 (the Bank) has contested the claim denying the allegation raised by the 2nd Party. According to the Management No.1 the disputant workman was never issued with any appointment letter or he was ever paid any wage by the Management No.1 for any work. The Bank being a public sector undertaking has its own Recruitment Rules and no Branch Manager has any authority to appoint any one to do any work in the Bank without the appointment being made under the Rules. It is the stand of the Management No.1 Bank that one Chennya Reddy Contractor was entrusted for deputing labour to clean and sweep the premises Since the disputant never given appointment, the question did not arise for his retrenchment as alleged by the disputant. There was also no requirement on the part of the Management No.1 to provide notice pay and rehabilitation compensation to the disputant as he was never appointed nor he was retrenched by the Management. Hence, the Management has insisted rejection of the claim statement.

4. On the foresaid pleadings of the parties the following issues have been settled for adjudication of the dispute:-

- i) Whether the action of the Management of the State Bank of India, Chatrapur Branch terminating the services of Sri Lingaraj Naik, is justified ?
- ii) If not, what relief the workman is entitled to ?

FINDINGS

5. The disputant has examined himself as W.W.1 and filed Xerox Copy of S.B.I Pass Book, Copy of experience Certificate issued by Sri S.Chinnaya Reddy, copy of letter dt.17.7.2006, letter dated.31.8.2002, letter dated.24.8.2006 addressed to Manager, SBI, Chatrapur, and copy of representation addressed to Regional Manager, SBI, Bhubaneswar which are marked as Ext.1 to Ext.6 respectively to establish his claim whereas the Management has examined its Chief Manger as M.W.1 and filed Xerox copy Saving Account No.30438305865, Xerox copy of decision of the Hon'ble Supreme Court reported in AIR 2006 Page 1806 (Secretary, State of Karnataka and others –Vers- Uma Devi and others, Rules of H.C. copy of judgment dt.17.02.2010 and news paper clipping regarding a contract labour cannot claim reinstatement, copy of settlement between the Management of SBI and All India State Bank Staff Federation., copy of Judgment of the Hon'ble High Court dated.15.5.1998 in the case of A.Mandal & others, copy of the order of SLP dated.16.6.1999 of the Hon'ble Supreme Court, copy of Judgment of the Hon'ble High Court in OJC No.9039 of 1997, copy of Judgment of Hon'ble Supreme Court dt.18.9.1998 in SLP No.3061 of 1999 respectively to refute the claim of the 2nd party.

Law is well settled that the burden lies on the 2nd party workman to show his appointment and continuous and uninterrupted engagement of 240 days in a calendar year in order to make his retrenchment for dismissal of service illegal on ground of non compliance of the provisions of Sec.25(f) i.e./or non-payment of notice pay and rehabilitation of compensation. If, the evidence of the disputant workman(W.W.1) was scrutinized carefully it is emerging that no appointment letter or any scrap of paper towards his appointment/engagement in the Branch of 1st party management is produced. The 1st party Management No.1 Bank being a public undertaking has its own Recruitment Rules. Hence appointment in the Bank can be presumed to be made as per rules. The disputant has admitted that he was not subjected to any Recruitment test for his alleged appointment. Similarly, he fails to lead any credible evidence to establish that he was receiving wages directly from the Management No.1 though he has exhibited xerox copy of his S.B. Account opened in the Management Bank. The same does not suggest that he was appointed by the Management Bank or his wages were paid to him directly by the Management Bank by depositing the same in S.B. Account. On the other hand it is stated by the disputant that during the period from 17.1.1990 to 15.12.2005 the Management No.2 S. Chennaya Reddy was a contractor under the 1st party management No.1. Being an authorized contractor under the principal employer Sri Reddy appointed him as temporary sweeper as a result of which he was working in the Chatrapur branch of the 1st Party Management from 17.1.1990 to 15.12.2005. In his testimony he has further stated that said contractor issued a certificate Ext.2 towards his engagement in the Bank. That being the testimony of the disputant workman the stand of the Management No.1 is to be accepted. Hence it can be safely concluded that the engagement of the disputant in the Branch of the 1st party Management if any, was through the contractor Sri Chennaya Reddy. Hence for all the purpose as well as in absence of any evidence or material in record towards appointment and payment of wages to the disputant by the Management No.1 the disputant cannot be counted as an employee of the Management No.1. He being appointed by the Contractor for temporary period or a specific period the question does not arise on the part of the 1st party management bank to give notice pay and rehabilitation compensation to the 2nd Party workman when he is alleged to have been refused work in the bank. Since he is a labourer of the contractor, any claim is to be paid by the said contractor.

Further, there being no evidence as to his appointment directly by the 1st party Management No.1 Bank and payment of wages by the said Bank and there being lack of evidence in record to his claim that he was working continuously and uninterruptedly for 240 days in the calendar year preceded to his disengagement, his retrenchment on 5.12.2005, if any, cannot be termed as illegal on account of non-compliance of provisions of Sec.25(f) of the Act.

As the disputant has miserably failed to establish his appointment by the 1st party management No.1, he is not entitled to any relief.

6. For the reasons discussed above I am constrained to hold that the statement of claim filed by the 2nd party disputant workman has no merit for consideration as such the same stands rejected.

The reference is answered accordingly.

Dictated and corrected by me

B.C. RATH, Presiding Officer

नई दिल्ली, 4 मई, 2022

का.आ. 435.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिनियर डिविशनल मैनेजर, मेसर्स लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ़ इंडिया, इंदौर के प्रबंधन के संबद्ध नियोजकों और प्रेजिडेंट, इंदौर डिवीज़न इन्सुरेंस एम्प्लॉईस एसोसिएशन, इंदौर के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या (सीजीआईटी /एलसी/आर/53/2013) प्रकाशित करती है।

[सं. एल-17011/20/2012- आई आर(एम)]

डी. गुहा, अवर सचिव

New Delhi, the 4th May, 2022

S.O. 435.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. (CGIT/LC/R/53/2013) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The Sr. Divisional Manager, M/s Life Insurance Corporation of India, Indore and The President, Indore Division Insurance Employees Association, Indore.

[No. L-17011/20/2012-IR(M)]

D.GUHA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/53/2013

Present: P.K.Srivastava, H.J.S..(Retd)

The President
Indore Division Insurance
Employees Association,
51, Bima Nagar, Indore -452001(MP)

...Workman

Versus

The Sr.Divisional Manager, LIC of India,
Divisional Office, 19 M.G.Road,
Indore-452001

...Management

AWARD

(Passed on this 22nd day of March-2022.)

As per letter dated 7/3/2013 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-17011/20/2012-IR(M). The dispute under reference relates to:

“Whether the punishment order of the Management of LIC of India dated 30/10/2004 of withholding of one annual increment passed against Shri Sangeep Namjoshi is proportional to the misconduct committed by him? What relief the workman is entitled to? .”

1. After registering the case on the basis of reference, notices were sent to the parties. Both the parties have filed their respective statement of defence/claim.

2. The workman Union who has filed statement of claim on behalf of the workman Sandeep NamJoshi has put a case that the workman remained absent due to his illness on medical advise and had informed the office by letter and orally also. He had sent a registered letter to the Management regarding his illness and absence. This letter was received by Management on 26-8-2004 as this fact was admitted by Management in its communication dated 9-9-2004, hence he could not be said to have absented willfully and unauthorizedly. The charge holding him guilty of breach of Rules of (Staff) Regulations 1960, Section 21, 24, 30(1) and awarded punishment of reduction of one increment and also holding his absence as leave without pay, hence committed

illegality. Accordingly the Union as prayed that setting aside the punishment, the absence of workman be regularized with salary and his increment be restored.

3. The case of management in brief is as taken in their written statement of defense is that the workman Sandeep Joshi absented himself without any approval by the Management and without any information to Management. He remained absent till 13-10-2004 for 94 days and returned back on work on 14-10-2004. He did not file any application of leave before absenting himself. He did not produce any medical certificate. The Management has denied that the workman informed the Management by letter or orally and has further submitted that the workman produced medical certificate on 25-8-2004. According to the Management, this Act of the workman is in violation of Rule 30(1) of (Staff) Regulations 1960, hence recording absence without authority and holding it as unauthorized absence, the impugned punishment was passed. Before passing the impugned punishment, a charge sheet was issued by Management. The workman filed his reply dated 20-10-2004 admitting his mistake and assuring that this mistake will not be repeated in future. No departmental appeal was preferred by the workman against the punishment order.

4. The workman has filed his Examination in Chief in the form of affidavit. The Management has also filed affidavit of Pankaj Sharma, a Management witness as Examination in Chief.

5. At the time of arguments, the workman did not appear, hence arguments of Shri Amitabh Bharti, learned counsel for the Management were heard and record has been perused by me.

6. Pleadings of the workman makes it clear that he has not challenged the legality of inquiry or the fact that the charge was not proved, his challenge is only on the proportionality of punishment, hence only one issue as mentioned below, remains to be decided in the case in hand :-

“Whether the punishment award is disproportionate to the charge proved?”

7. In the case in hand, the charge proved in of unauthorized absence and punishment is reduction of one increment and by no scale it can be said that the punishment awarded is so shockingly disproportionate to warrant interference by this Tribunal.

8. The settled preposition of law on this issue requires to be mentioned, which is as follows:-

It is admitted proposition of law that the Court cannot sit in appeal or it cannot re-appreciate the evidence relied before Inquiry Officer; in as much as it cannot alter the order or punishment; however, the scope of invoking the powers given under Section 11 A of the Act, by the Labour Court is confined to the condition that the Court should interfere with the order of punishment when it is disproportionate with respect to the misconduct committed or it is harsh.

1. Hon'ble Apex Court in *B.C. Chaurvedi v. Union of India*, (1995) 6 SCC 749 while discussing about the scope of judicial review, in disciplinary matters, has observed as under:

“The High Court/Tribunal, while exercising the power of judicial review, cannot normally substitute its own conclusion on penalty and impose some other penalty. If the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the High Court/Tribunal, it would appropriately mold the relief, either directing the disciplinary/appellate authority to reconsider the penalty imposed, or to shorten the litigation, it may itself, in exceptional and rare cases, imposed appropriate punishment with cogent reasons in support thereof.”

2. In *DG, RPF vs. Sai Babu (2003) 4 SCC 331*, Hon'ble Apex Court has observed that:

Normally, the punishment imposed by a disciplinary authority should not be disturbed by the High Court or a tribunal except in appropriate cases that too only after reaching a conclusion that the punishment imposed is grossly or shockingly disproportionate, after examining all the relevant factors including the nature of charges proved against, the past conduct, penalty imposed earlier, the nature of duties assigned having due regard to their sensitiveness, exactness expected of an discipline required to be maintained, and the department /establishment which the delinquent person concerned works.”

3. In *United Commercial Bank vs. P.C. Kakkar (2003) 4 SCC 364* Hon'ble Apex Court on review of a long line of cases and the principles of judicial review of administrative action under English law summarized the legal position in the following words:

The common thread running through in all these decisions is that the court should not interfere with the administrators' decision unless it was illogical or suffers from procedural impropriety or was shocking to the conscience of the court, in the sense that it was in defiance of logic or moral standards. In view of what has been stated in Wednesbury case the court would not go into the correctness of the choice made by the administrator open to him and the

court should not substitute its decision to that of the administrator. The scope of judicial review is judicial review is limited to the deficiency in decision-making process and not the decision.

To put it differently, unless the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the court/tribunal, there is no scope for interference. Further, to shorten litigation it may, in exceptional and rare cases, impose appropriate punishment by recording cogent reasons in support thereof.”

4. In Union of India vs. S.S. Ahluwalia (2007) 7 SCC 257 Hon’ble Supreme Court reiterated the legal position as follows:
“..... The scope of judicial review in the matter of imposition of penalty as a result of disciplinary proceedings is very limited. The court can interfere with the punishment only if it finds the same to be shockingly disproportionate to the charges found to be proved.”
5. In State of Meghalaya v. Mecken Singh N. Marak (2008) 7 SCC 580 Hon’ble Supreme Court stated that:
“The punishment imposed by the disciplinary authority or the appellate authority unless shocking to the conscience of the court, cannot be subjected to judicial review.
6. Hon’ble Apex Court in Administrator, Union Territory of Dadra and Nagar Haveli vs. Gulbhia M. Lad (2010) 2 SCC (L&S) 101 has observed that :
“The legal position is fairly well settled that while exercising the power of judicial review, the High Court or a Tribunal cannot interfere with the discretion exercised by the disciplinary authority, and/or on appeal the appellate authority with regard to the imposition of punishment unless such discretion suffers from illegality or material procedural irregularity or that would shock the conscience of the court/tribunal. The exercise of discretion in imposition of punishment by the disciplinary authority or appellate authority is dependent on host of factors such as gravity of misconduct, past conduct, the nature of duties assigned to the delinquent, responsibility of the position that the delinquent holds, previous penalty, if any, and the discipline required to be maintained in the department or establishment he works. Ordinarily the court or the tribunal would not substitute its opinion on reappraisal of facts.
7. Hon’ble Apex Court in (2011) 1 Supreme Court Cases (L&S) 721 has observed that:
It is now well settled that the courts will not act as an appellate court and reassess the evidence led in the domestic enquiry, nor interfere on the ground that another view is possible on the material on record. If the inquiry has been fairly and properly held and the findings are based on evidence, the question of adequacy of the evidence or the reliable nature of the evidence will not be grounds for interfering with the findings in departmental enquiries. Therefore, the courts will not interfere with findings of fact recorded in departmental inquiries, except where such findings are based on no evidence or where they are clearly perverse. The test to find out perversity is to see whether a tribunal acting reasonably could have arrived at such conclusion or findings, on the material on record. The courts will however interfere with the findings in disciplinary matters, if principles of natural justice or statutory regulations have been violated or if the order is found to be arbitrary, capricious, mala fide or based on extraneous considerations
9. The Principle which emerges from the aforesaid decisions is that this Tribunal does not work as an Appellate Authority and secondly that no interference in punishment is warranted by this Tribunal. It is proved to the satisfaction of this Tribunal that the punishment is not so shockingly disproportionate to the charge that it requires interference. Hence, holding the punishment proportionate to the charge, the Issue is answered accordingly.
10. On the basis of the above discussion, following award is passed:-
 - A. **The punishment order of the Management of LIC of India dated 30/10/2004 of withholding of one annual increment passed against Shri Sangeep Namjoshi is held to be just and proper.**
 - B. **The workman is held entitled to no relief.**
 - C. **No order as to costs.**
11. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P.K.SRIVASTAVA, Presiding Officer

नई दिल्ली, 4 मई, 2022

का.आ. 436.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं 1 चंडीगढ़ के पंचाट (संदर्भ संख्या 20/2021) को प्रकाशित करती है।

[सं. एल-12025/01/2022. आई आर (बी-1)-05]

डी. गुहा, अवर सचिव

New Delhi, the 4th May, 2022

S.O. 436.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 20/2021) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No.1 Chnadigarh* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2022– IR(B-1)-05]

D. GUHA, Under Secy.

ANNEXURE

BEFORE SHRI D.K. SINGH, PRESIDING OFFICER-CUM-LINK OFFICER' CENTRAL GOVT' INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case No. IDR No. 20/2021

Rishu Kumar son of Sh. Suresh Kumar

...Petitioner/workman

Versus

1. The General Manager, State Bank of India, Rait Branch Distt. Kangra- (HP) 176052
2. The Proprietor, M/s, Sunrise Co.Shop No. 2238/5B, 2nd Floor, Shanti Nagar, Manimajra, Chandigarh-160101. (U.T.)

...Respondent/Managements

APPEARANCES

For the workman : Shri M.R. Dhiman, A.R. for workman
For the management : Shri Sahil Pundeer, Associate for management

AWARD

Passed on: 23/02/2022

SCHEDULE

“Whether the management of State Bank of India, Rait Branch, Kangra (HP) and M/s Sunrise Co. in dismissing the workman Sri Rishu Kumar, son of Sh. Suresh Kumar w.e.f. 08.12.2020 is legal and justified? If not, to what relief the concerned workman is entitled?”

1. Case is taken up for hearing through video conferencing. The workman Rishu Kumar appears and files a petition for withdrawal of this case stating therein that the management has taken him back on duty and has settled his all dues, so he may be allowed to withdraw the present IDR Case. In view of the statement of the concerned workman, the present IDR case is withdrawn. Hence No Claim Award is passed. Communicate.

D. K. SINGH, P.O.-cum-Link Officer

नई दिल्ली, 5 मई, 2022

का.आ. 437.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 195/2000) को प्रकाशित करती है।

[सं. एल-12012/244/2000. आई आर (बी-1)]

डी. गुहा, अवर सचिव

New Delhi, the 5th May, 2022

S.O. 437.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 195/2000) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/244/2000– IR(B-1)]

D.GUHA, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR****NO. CGIT/LC/R/195/2000****Present:** P.K. Srivastava, H.J.S..(Retd)

Shri Lachhu Dhimer,
S/o Mulal, Gram Post,
Badgaon Dhasan,
District Tikamgarh (M.P.)

... Workman

Versus

The Assistant General manager,
Region-3, State Bank of India,
Divisional Office,
Jayanegaganj,
Gwalior (M.P.)

2.The Branch Manager,
State Bank of India,
Branch Tikamgarh,
District Tikamgarh(M.P.)

... Management

AWARD**(Passed on 1-4-2022)**

As per letter dated 3-7/11/2000 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12012/244/2000(IR(B-I). The dispute under reference relates to:

“Whether the action of the Management of State Bank of India, Zone -3, Gwalior(M.P.) in terminating the services of Shri lachhu Dhimer, Ex-Temporary Messenger w.e.f. 10-9-1997, while he has worked continuously from 10-11-1994 to 10-9-1997, is justified? If not what relief he is entitled?”

Later on this reference has been amended. The Ministry vide letter dated 23/3/2017 issued a Corrigendum wherein amendment to schedule was made as under:-

“Whether the action of the Management of State Bank of India, Zone -3, Gwalior(M.P.) in not appointment on permanent post of Messenger and in terminating the services of Shri Lacchu Dhimar, Ex-Temporary Messenger w.e.f. 10-9-1997 while has worked continuously from 10-11-1994 to 10-9-1997 is justified?If not, what relief he is entitled to?”

1. After registering the case on the basis of reference, notices were sent to the parties. Both the parties have filed their respective statement of claim/defense.

2. The case of the workman as stated in his statement of claim is that he entered in the service of the management as daily rated messenger. He was given employment from time to time with artificial breaks within the period 1986 to 1997. There was a settlement between the staff Union and the Management wherein it was agreed that the appointment shall be given to casual and temporary employees on permanent basis if that employee has completed 240 days of engagement with the management in one calendar year or in 36 calendar month. A Scheme in this respect was framed by the Bank and notice for appointment of such workers was issued by the Bank in the month of August 1988, inviting application from those workers who had worked for 30 days from 1-7-1975 to 31-7-1988 in block of 36 months. The workman having been eligible, also applied for the same. A list of selected and waitlisted candidates was prepared on the basis of selection procedure in the year 1990. It was also mentioned that this waiting list would remain valid upto 18-9-1992. The name of the applicant workman had been placed at serial no.5 of the wait list.

3. It was further the case of the workman that in the year May-1991 again applications were invited by Bank for appointment of casual/daily rated/workers/messenger/peon and sweepers for permanent post. Also it was mentioned in the advertisement notice that the list prepared by the Bank will remain valid only up to 1996 and the candidates in the list could be appointed subject to availability of vacancy. It was also notified that candidates who had already applied in pursuance of the earlier notice were not required to apply again. The Management prepared a consolidated waiting list based on the recruitment procedure with respect to the recruitment notification of August-1988 and May 1991 in which the name of the workman was placed at serial no.72. According to the workman, one Mathura Prasad and Second Atmaram Sahu who were at Serial No.6 & 7 in the waiting list of 1988 in which the workman was at serial no.5, hence junior to the workman in the merit list were granted regular appointment in the year 1993 and 1997 respectively. Accordingly to the workman, the action of the Management in preparing a consolidated wait list when the first wait list with respect to recruitment notification of 1988 was also valid up to year 1992 as per the notification is arbitrary and illegal. Also the act of appointment of Mathura Prasad and Atmaram Sahu in 1993 and 1997 respectively who stood at serial no. 6 & 7 in the first wait list by ignoring the workman who was at serial no.5 is also against law and arbitrary and is also against the terms of settlement, even otherwise also the workman is entitled to be appointed on a permanent post because he has completed 240 days in service in a calendar year and has obtained the status of a permanent employee. According to the workman, his termination is against law. He is out of employment after his termination. He has accordingly prayed that setting aside his termination on 10-9-1997, holding it against law, the workman be held entitled to be reinstated with full back wages and also be held entitled to consequential benefits.

4. The case of the management is that the workman was employed as a daily rated messenger with the Bank. He worked for 122 days within the period 1-1-1986 to 31-7-1988. Thereafter, he was engaged as a purely daily rated contractual employee from 1988 to 1997. The number of days he was engaged during this period is mentioned in paragraph two of the written statement of Bank which is as follows:-

S.No.	Period	Number of days
1	1988	53 days
2	1989	87 days
3	1990	36 days
4	1991	16days
5	1993	15days
6	1994	43days
7	1995	317 days
8	1996	272 days
9	1997	10days

5. According to the management, the workman was not in continuous employment and had not worked for 240 days in the year preceding the dated of his dis-engagement; hence his dis-engagement is not against law. Also it has been pleaded by Management that interview of those employees who were discontinued after 1-7-1975 or working in the Bank up to 31-7-1988 was conducted by the Bank and a panel of selected candidates was prepared in accordance with the settlement. Previously the temporary employees who had completed minimum prescribed period of service from 1-7-1975 to 31-7-1988 was considered. This period was later on extended from 31-7-1988 to 14-8-1991. Accordingly the eligible daily wagers casual labour employees, who had completed required minimum service during the period from 1-7-1975 upto 14-8-1991 were given a chance for permanent employment. Advertisement was released for inviting applications from such workers. The workman also appeared in the interview in the year 1990; His name figured much below in the wait list. He was not given permanent appointment in the bank as he was figured much below in the wait list. The daily rated employees who were called for the interview in the year 1990 taking the cut of date as 31-7-1988 and were in the waiting list, were not required to be called for interview again in the year 1992 on second vacancy notification released on account of extension of cut of date to 14-8-1991. The workman was continued as casual labour in the bank till the year 1997 i.e. date of his termination. Also it has been pleaded by Management that as per the settlement,

the wait list was required to be kept alive till the year March-1997, so that opportunity for permanent employment could be given to the empaneled candidates in the vacancies. Also it has been pleaded by management in paragraph seven of the written statement of witness that the workman was placed at serial no.9 in the waiting list, prepared after the recruitment procedure, with respect to first notification. This waiting list was consolidated with the waiting list prepared after recruitment procedure of second vacancy position released in the year 1992 interview of which was held in the year 1992 and the workman was placed at serial no.70. Accordingly the Management has prayed that the reference be answered against the workman.

6. In the evidence, the workman has examined himself on oath and has been cross-examined. The workman has further proved the following documents :-

Exhibit W-1: Interview letter dated 13-12-1990.

Exhibit W-2 : letter of appointment of workman as temporary messenger on 10-2-1986.

Exhibit W-3: Carbon copy of application sent by the workman to Assistant General Management, through the Branch Manager stating that those who were junior to him have been regularly appointed and he has not been considered.

Exhibit W-4: Application of workman to Management.

Exhibit W-5:- Application of workman to Management.

Exhibit W-6:- Application of workman to Management showing receiving seal of management on 6-6-1997.

Exhibit W-7:- another application of workman to Management with receiving seal of Bank:

Exhibit -8:- Photocopy of working days certificate of the workman.

Exhibit W-9: Certified copy of working list prepared on the basis of first vacancy recruitment notification filed and proved in the reference in case No.32/2011 (this document has been marked as Exhibit W-1, it is renumbered as Exhibit W-9).

Exhibit W-10, certified copy of photocopy of recruitment notification proved in reference case No.32/2011 (this document has been marked as Exhibit W-2, it is renumbered as W-10).

7. The Management has examined its witness on oath Uday Bhagat, Regional Manager who has been cross-examined. Management has not filed nor has proved any documents.

8. I have heard arguments of learned counsel for the workman Shri Arun Patel for the workman and Shri Ashish Shroti, learned counsel for the Management. Both the sides have filed their written arguments which are part of the record. I have gone through the written arguments.

9. After perusal of record in the light of rival arguments, following issues come up for determination in the case in hand:-

1. **Whether the action of the Management in amalgamating the two waiting lists prepared after two recruitment procedures with respect to two vacancy notices, is justified in law or fact?**
2. **Whether the action of Management in not offering appointment to the workman on the basis of first waiting list and appointing other two persons who were junior to the workman in the first waiting list, is justified in law or fact?**
3. **Relief to which the workman is entitled?**

10. **ISSUE NO.1:-**

According to the pleadings of parties, the first recruitment notice was issued in the month of August-1988 and applications from all such casual labours who had completed 240 days service in a calendar year or in 36 calendar months from 1-7-1975 to 31-7-1988 in a block of 36 calendar months were invited. This is also not disputed that the workman had completed the required tenure as mentioned above and hence was eligible for appointment. The case of the workman was that the list of selected candidates and the wait listed candidates was prepared which was to remain valid up to 18-9-1992. The recruitment process was held in the year 1990 and list of selected as well as wait listed candidates was prepared thereafter and published. The Management does not dispute this fact in its pleadings. The case of the management is that in this recruitment process, interview was held in the year 1990 in which the applicant workman also appeared. It is further the case of the Management that the name of the applicant workman figured much below in the wait list. Further it has been pleaded that his name was at serial no.9 in the wait list after the interview. Whereas the case of the workman is that his name was at serial no.5 in the wait list. The workman has stated this fact on oath and has been cross-examined by Management. He has also filed a Court certificate copy of the waiting list filed and proved in another case No.R-132/2012 which goes to show that the name of the workman figures at Serial No.5 in the

waiting list. On the other hand the Management does not file any other waiting list to show that the name of the workman was at serial no.9 or much below in the waiting list. The Management witness Shri Arvind Khare, Chief Manager who has been examined from the side of the management has stated that interview was held on the basis of recruitment notification of 1988 in the year 1990 but he had not seen the merit list or wait list prepared on the basis of this interview. He only came to know orally by some one that the name of the workman figured much below in the list. The management is not in possession of the documents i.e. the list of selected/wait listed candidates on the basis of first recruitment notification which is not produced, hence adverse inference against the Management will be drawn, that had it been produced by Management, it would have been against the case of the Management. i.e. It was withheld. From the basis of above discussion, the case of the applicant workman that he was placed at Serial No.5 in the wait list of first recruitment notification is held proved.

11. The case of the Management is that a second recruitment notification was issued in the year 1991 by extending the period from 31-7-1988 to 14-8-1991 and the list of selected candidates/waiting list of candidates was prepared. Thereafter, the list prepared on the basis of first recruitment notice and the list prepared on the basis of second recruitment notice were amalgamated and a composite list was prepared wherein the name of the workman figured at serial no.72. This fact has been stated by the management witness in his statement on oath also that the Management has withheld the documents in this respect. Hence, an adverse inference against Management will be drawn that had any such list been produced before this Tribunal, it would have militated against the case of the Management or may be that there was no such list at all, as claimed by the workman.

12. The question which arises here is whether amalgamation of two lists has any sanction of law. The Management and its learned counsel has miserably failed in showing any notification, Rule or Law under which these two waiting lists were merged or amalgamated. The Management also failed to explain as to how a person at serial no.5 in the first wait list stood at serial no.72 in the amalgamated list and what was the basis of this. Hence, the action of Management in amalgamating the two wait lists prepared on the basis of two recruitment notification is held not supported by any law and is held to be without any sanction of law. The action of Management is accordingly held arbitrary and discriminatory. **Issue No.1 is answered accordingly.**

13. **ISSUE NO.2:-**

The case of the workman is that the list prepared on the basis of first recruitment notification was to be inforce till 1992. The second vacancy notification was released in the year 1991, which goes to show that there were vacancy with the Management. The Management could not have released vacancy notification in the year 1991 without exhausting the waiting list prepared on the first recruitment notification.

14. The case of the management is that the list prepared on the basis of first recruitment notification and second recruitment notification were amalgamated. It shows that on the date of amalgamation, the list on the basis of first recruitment notification was inforce and was effective then. why it was amalgamated. The workman has taken specific case that Mathura Prasad and Atmaram Sahu who were at serial No.6 & 7 in the waiting list of first recruitment notification were given appointment in the year 1993 and 1997. The case of the Management is that the name of the workman figured at Serial No.9 in the waiting list that is why these two persons who were above the workman at serial no.6 and 7 were given appointment. As has been observed earlier no such list has been produced by Management, whereas the list produced by workman, as referred to above establishes his case that his name figured at serial no.5 in the list prepared on the basis of first recruitment notification. Hence, the action of not offering appointment to the workman whereas offering appointment to other workman as mentioned above which were below to the applicant workman in the list is nothing but discriminatory and arbitrary. Hence the action of management in not appointing the workman applicant on permanent post of Messenger on the basis of list prepared after recruitment process of first recruitment notification is held against law and also held arbitrary as well as discriminatory. **Issue No.2 is answered accordingly.**

15. **ISSUE NO.3:-**

Since the action of Management as stated above has been held against law, the question arises as to which relief the workman is entitled to. It has been submitted from the side of the management that he may be given a lump sum compensation. The workman has specifically pleaded that since his dis-engagement, he has never been in any gainful employment and has stated so in his affidavit, which is uncontroverted. This is also the fact that the workman has not performed the job of messenger during this period. This fact also requires to be taken into account.

16. In the light of facts and circumstances proved, in the case in hand, I am of the considered view that the ends of justice will be served if the workman is held entitled to be offered appointment to the post of Messenger from the date of 1-5-1991, he is held entitled to be reinstated and also he is held entitled to 50% back wages from 1-5-1991 and shall be deemed to be in continuous service of the management for all in-service and post retiral benefits. **Issue No.3 is answered accordingly.**

17. On the basis of the above discussion, following award is passed:-

- A. The action of the Management of State Bank of India, Zone -3, Gwalior(M.P.) in not appointment on permanent post of Messenger and in terminating the services of Shri Lacchu Dhimar, Ex-Temporary Messenger w.e.f. 10-9-1997 while has worked continuously from 10-11-1994 to 10-9-1997 is held unjustified in law.
- B. The workman is held entitled to be appointed on the permanent post of Messenger from 1-5-1991 and he is also held entitled for 50% back wages from this date till the date of this Award. Thereafter, he is held entitled to full wages.
- C. The workman is also held entitled to be deemed in continuous services of the management for all in-service and post retiral benefits.
- D. Parties to bear their own cost.

Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 5 मई, 2022

का.आ. 438.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दीनदयाल पोर्ट ट्रस्ट के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 163/2018) को प्रकाशित करती है।

[सं. एल-37011/10/2018-आई आर (बी.II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 5th May, 2022

S.O. 438.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 163/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Ahmedabad shown in the Annexure, in the industrial dispute between the management of Deendayal Port trust and their workmen.

[No. L-37011/10/2018 -IR(B-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present. Radha Mohan Chaturvedi, Presiding Officer

Dated 12th April, 2022

Reference (CGITA) No. - 163/2018

The Chairman,
Deendayal Port Trust, P.O. Box No. 50, Gandhidham,
Kutch (Gujarat) – 370201

...First Party

V/s

The President,
Kandla Port Karmachari Sangh, TCX-South-94, Gandhidham,
Kutch (Gujarat) – 370201

...Second Party

For the First Party : Shri K.V. Gadhia
For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-37011/10/2018-IR (B-II) dated 13.11.2018 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand raised by the President, Kandla Port Karamchhari Sangh, Gandhidham on the management of DPT (erstwhile KPT) taking alleged illegal decision of inviting E-tender and quotations for maintenance work of Mooring launches/crafts by Mechanical Engineering Department and that the management should not be allowed to outsource the above said work of perennial nature of jobs is legal and justified? If so, what relief the Union is entitled?”

1. The reference was received in this Tribunal on 03.12.2018. The Ministry had directed the party raising the dispute to file the statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Notice Exh. 2 issued by the Tribunal to all parties to appear and file statement of claim and written statement thereof. A period of more than 3 years had been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act.

RADHA MOHAN CHATURVEDI, Presiding Officer

नई दिल्ली, 5 मई, 2022

का.आ. 439.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दीनदयाल पोर्ट ट्रस्ट के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 174/2018) प्रकाशित करती है।

[सं. एल-37011/11/2018. आई आर (बी-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 5th May, 2022

S.O. 439.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 174/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Ahmedabad shown in the Annexure, in the industrial dispute between the management of Deendayal Port trust and their workmen.

[No. L-37011/11/2018 -IR(B-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD

Present: Radha Mohan Chaturvedi, Presiding Officer
Dated 12th April, 2022

Reference (CGITA) No. - 174/2018

The Chairman,
Deendayal Port Trust, P.O. Box No. 50, Gandhidham,
Kutch (Gujarat) – 370201

....First Party

V/s

The President,
Kandla Port Karmachari Sangh,
TCX-South-94, Gandhidham,
Kutch (Gujarat) – 370201

...Second Party

For the First Party : Shri K.V. Gadhia

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-37011/11/2018-IR (B-II) dated 20.11.2018 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the management of Deendayal Port Trust in showing favouritism/bias in carrying out transfers/postings and not following the transfer/posting policy in a transparent manner in cases of Messengers/Daftry is legal, just and proper? And if not, what relief the concerned Union is entitled to and to what extent? And what are the directions, if any, necessary in the matter?”

1. The reference was received in this Tribunal on 07.12.2018. The Ministry had directed the party raising the dispute to file the statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.

2. Notice Exh. 2 issued by the Tribunal to all parties to appear and file statement of claim and written statement thereof. A period of more than 3 years had been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.

3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.

4. It is therefore just & proper to pass an award considering “no dispute” between the parties.

5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act.

RADHA MOHAN CHATURVEDI, Presiding Officer

नई दिल्ली, 5 मई, 2022

का.आ. 440.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दीनदयाल पोर्ट ट्रस्ट के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 175/2018) को प्रकाशित करती है।

[सं. एल-37011/01/2018-आईआर (बी-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 5th May, 2022

S.O. 440.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 175/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Ahmedabad shown in the Annexure, in the industrial dispute between the management of Deendayal Port trust and their workmen.

[No. L-37011/01/2018 -IR(B-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD****Present :** Radha Mohan Chaturvedi, Presiding OfficerDated 12th April, 2022**Reference (CGITA) No. - 175/2018**

The Chairman,

Deendayal Port Trust, P.O. Box No. 50, Gandhidham,
Kutch (Gujarat) – 370201

...First Party

V/s

The President,

Kandla Port Karmachari Sangh,
TCX-South-94, Gandhidham,
Kutch (Gujarat) – 370201

...Second Party

For the First Party : Shri K.V. Gadhia

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-37011/01/2018-IR (B-II) dated 20.11.2018 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the management of Deendayal Port Trust in fixing the license fee equivalent to market rent for Port quarters vide circular No. GA/QR/1601/75 dated 05.06.2008 is legal, proper and justified? If not, what relief the Port employees/workmen are entitled to and to what extent?”

1. The reference was received in this Tribunal on 07.12.2018. The Ministry had directed the party raising the dispute to file the statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.

2. Notice Exh. 2 issued by the Tribunal to all parties to appear and file statement of claim and written statement thereof. A period of more than 3 years had been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.

3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.

4. It is therefore just & proper to pass an award considering “no dispute” between the parties.

5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act.

RADHA MOHAN CHATURVEDI, Presiding Officer

नई दिल्ली, 5 मई, 2022

का.आ. 441.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक आफ इंडिया के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ सं. 73/2007) को प्रकाशित करती है।

[सं. एल-12012/86/2007-आई आर (बी-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 5th May, 2022

S.O. 441.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 73/2007) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure, in the industrial dispute between the management of Union Bank of India, and their workmen.

[No. L-12012/86/2007-IR(B-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI**

Present: Smt. Pranita Mohanty, Presiding Officer, C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 73/2007**Date of Passing Award- 12/04/2022****Between:**

Shri Mohd. Tasleem,
S/o Late Shri Ali Mohd.
R/o Village Gunoni, Post-Dharkot,
Tehri Garhwal (Uttaranchal)

... Workman

Versus

The Regional Manager,
Union Bank of India,
Dehradun Branch, Radha Place,
78, Rajpur Road,
Dehradun-248001.

... Management

Appearances:-

Shri Puneet Kumar (A/R) : For the claimant.

Shri Rajat Arora (A/R) : For the Management

AWARD

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of Union Bank of India, and its workman/claimant herein, under clause (d) of sub section (1) and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L-12012/86/2007 (IR(B-II)) dated 07/12/2007 to this tribunal for adjudication to the following effect.

“Whether the action of the management of Union Bank of India in terminating/disengaging Shri Mohd. Tasleem, from the service of the Bank (Chamba Branch) w.e.f. 15.12.2004 without any notice and compensation under section 25F, G and H of the Id Act, 1947 is legal and justified? If not, to what relief the concerned workman is entitled?”

As per the claim statement the claimant was working as a peon/messenger since 02/01/1998 in the management Bank in its branch at Chamba in the district of Tehri on daily wage basis. When he was working as such to the utmost satisfaction of the management leaving no scope for any complain, on 15/12/2004,

suddenly the Bank management terminated his service. At the time of such termination, no notice, notice pay or termination compensation was paid to him. The action of the Bank was in complete violation of the provisions of sec 25F of the ID Act as he had worked continuously for the bank and had also worked for 240 days or more in the calendar year preceding to his termination. His deceased father was a permanent employee of the Management Bank. But for the work done by the claimant he was being paid his remuneration by vouchers on putting his signature on the same. The effort made by the claimant by requesting the management for his reinstatement turned out futile. Hence, he raised an industrial dispute before the conciliation officer. But the conciliation failed too and the appropriate Govt. referred the matter to this Tribunal for adjudication.

The Management Bank appeared and filed written statement disputing the claim of the workman. While denying employer and employee relationship between them, the management has explained that in order to provide better customer service the Bank sometimes engages casual worker for short terms and make payment of wage to those persons working intermittently through payment vouchers. The management Bank being a nationalized Bank has its own rules and procedure of employment. The vacancies are properly notified and the sub staffs of the Bank are appointed from among the names sponsored by the Employment Exchange subject to fulfillment of the requisite criterion. While denying the claim that the claimant had worked continuously for the Bank from 1998 to 2004, it has been stated that the claimant was working for the Bank for the period March 2003 to December 2004. The total no of the days he worked was only 84. Stating the details of the days he had worked in a month in the WS, the management has pleaded that the claimant was not an employee of the Bank appointed following due procedure and as such the question of his termination does not arise at all. Thus the stand taken is that the claim is not maintainable as there never existed any industrial dispute and the same is liable to be rejected.

In the replication filed the claimant has stated that at one point the Bank is admitting him as a casual employee and again denying the employer employee relationship. By filing a certificate issued to him by the then manager in 1998, he has taken a stand that in the certificate he has been described as a part time worker of the Bank and the management is guilty of suppressing the truth.

On the basis of the pleadings the Tribunal by order dated 10/01/2011 held that no other issue than under the reference be made. At this juncture the claimant moved an application for a direction to the management for production of documents like the original cash voucher, the cash payment register for the period January 1998 to December 2004. But the management expressed inability to produce the documents on the ground that the said documents are not in the possession of the Bank and whatever document is available have been placed on record. Thus the Tribunal gave liberty to the claimant for filing secondary evidence and in compliance thereto, the claimant has filed the photocopies of several payment vouchers and petty cash memos for the period 2003 to 2004.

The claimant testified as WW 1 and besides his oral evidence, proved the photocopies of the cash payment vouchers, petty cash receipts and one certificate issued by the then manager of the bank in the year 1998 describing him as a part time employee. On behalf of the Bank one of the Manager testified as MW 1 and deposed exactly in the line of the stand taken in the written statement.

At the outset of the argument the learned AR for the Management submitted that when the management has denied the employer employee relationship the burden is on the claimant to prove the same by oral and documentary evidence. But in this case the documents filed by the claimant do not prove the same. Mere filing of some cash payment vouchers will not prove his claim it when it is specifically pleaded that between March 2003 to December 2004, the claimant had worked intermittently for 84 days as a casual worker. No evidence has been placed on record to prove that he was working for the Bank from 1998 to 2003. In his reply the learned AR for the claimant argued that the management in this case is the mighty employer and in possession of all the relevant documents, which could have thrown light on the points of controversy. But the management managed to suppress the documents and adverse inference should be drawn for the same. He also argued about the certificate issued in the year 1998 by the Manager evidencing that he was a part time worker of the Bank since 1998.

FINDINGS

The most important point for adjudication in this proceeding is about the alleged illegal termination of the claimant by the management Bank. For the same it is to be decided first if the workman was working as a peon/messenger on daily wage basis for the Bank for the period 02.01.1998 to 15.12.2004. The workman has pleaded and laid evidence that he was working as such for the aforesaid period. The management took a stand that the workman had never worked as a daily wage peon or messenger. He was working intermittently to carry out the work as a casual worker during the period between March 2003 to December 2004. The admitted facts are that no appointment letter or termination letter was issued by the management to the claimant. Thus, from the evidence on fact it is to be ascertained if at all the workman was working for the Bank during the relevant period. The workman as WW1 has fully supported the averments of the claim statement and produced a series

of documents which are in the nature of cash vouchers and petty cash memos. These are all photocopies filed by the claimant as liberty was granted for adducing secondary evidence. It is worth mentioning here that the claimant had demanded the management to file the documents like attendance register cash voucher register etc for the relevant period. Though the management has admitted that the claimant was working from March 2003 to December 2004 and not from 1998 continuously, no document was produced. The management took a stand that whatever document is available have already been placed on record. But surprisingly not a single document has been placed on record by the management nor the witness of the management produced the same while testifying. The circumstances lead to a conclusion that the management has suppressed the documents which could have thrown light on the point of controversy.

Now the documents filed by the claimant are to be scrutinized. On scrutiny it is found that the documents filed by the claimant includes one certificate issued to him by the manager of the Bank on 27.01.1998 describing him as the PTS and Peon working on daily wage basis. The claimant has filed photocopies of several cash vouchers issued on different dates spanning from 2003 to 2004. These documents also include two cash vouchers dated 20.02.1998 and 04.03.1998 which contain the signature of the claimant and the seal and signature of the Bank official having its Branch at Chamba. The claimant has also filed a series of petty cash memo issued during the period between 2003 to 2004. Basing on these documents the Ld. A/R for the bank management submitted that the claimant was working intermittently for the bank 2003 to 2004. But there are also petty cash memos issued on 03.03.1998, 02.07.1998, 07.02.1998, 13.02.1998 etc. There are several such petty cash memos of the year 1998 which contains the signature of the bank official with seal and signature of the claimant and these documents are in the nature of the evidence to prove that the claimant was working for the bank during the period 1998 to 2004. The claimant has filed the copy of the police complaint lodged at the PS on 03.01.2016 alleging loss of documents during travel. This copy of the FIR has been marked as WW1/1 and the same has not been disputed from the side of the management. Thus, the oral and documentary evidence adduced by the claimant proves that he was working in the management Bank having its branch at Chamba as a casual worker on daily wage basis from 1998 to 2004 and whatever document was available with him has been placed on record. He could not produce complete documents as some were lost in the year 2016. At the cost of repetition be its stated here that the bank management in this case when called upon to produce the documents failed to do so on the pretext that whatever document is available has been placed on record. But surprisingly no document has been placed on record by the management and it is a clear case of suppression of documents by the management for which adverse inference is bound to be drawn against the management.

Mr. Arora the LD. A/R for the Bank submitted that the primary burden is on the workman to show that he was working as a daily wager in the Bank and had completed 240 days of work during the period of 12 months preceding to his alleged termination. He also pointed out that in the written statement the bank has given a detail account of the days of work done by the claimant and the amount paid to him between March 2003 to December 2004. Hence, the claimant has to adduce cogent evidence to prove that he had worked for 240 days in the preceding calendar year before his termination. He also argued that the claimant since was working as a daily wager there was no necessity of complying the provisions of section 25F of the ID Act.

In the case of **Delhi Cantonment Board vs. CGIT 129(2006)DLT 610**, the Hon'ble High Court of Delhi have held that there is no distinction between permanent employee or a temporary employee and termination of service without complying the provisions of section 25F is illegal. In the case of **Jasmer Singh vs. State of Haryana 2015(1)SCALE 360** the Hon'ble Supreme Court have held that none compliance of the provisions of section 25F at the time of termination when the workman was working as a daily paid worker is illegal. But the Ld. A/R for the respondent strenuously argued that when there was no employer and employee relationship between the claimant and the management the question of compliance of 25F was not at all required. He thereby argued that heavy burden lies on the claimant to prove the employer and employee relationship and in this case the claimant has miserably failed to do so. He also submitted that there being no employment, there was no occasion for the management to issue the termination order.

The law is well settled that once the claimant acquires the status of workman within the meaning of section 2(S) of the ID Act and completes 240 days of continuous service in a calendar year preceding his termination, the same would be valid only after compliance of the due procedure laid down in section 25F of the ID Act. The law is again well settled that the burden lies on the claimant to prove that he had worked for 240 days or more in the calendar year. In this case the management has only furnished a list of the days in which the claimant was engaged by the Bank. The management is a nationalized bank and supposed to maintain all relevant documents relating to employment of persons and payment made to them. Though, the management has claimed that the claimant had all together worked for only 84 days between March 2003 to December 2004 not a single piece of paper or document has been placed on record. On the other hand the documents though not complete as filed by the claimant clearly shows that he was working from 1998 to 2004 and payment were made to him through cash voucher and petty cash memos. This is a typical case of an illiterate low paid workman advancing the claim against the mighty employer who is in possession of all relevant documents. Non production of the documents by the management has no doubt influenced the merit of the case advanced by the

claimant but that will not wipe out the rights of the claimant. Thus, from oral and documentary evidence adduced by the claimant it is clearly proved that he was engaged as a daily wager in the Bank from 02.01.1998 to 15.12.2004 when his service was illegally terminated by the Bank without comply of the provisions of section 25F of the Id Act. And the bank has intentionally suppressed the material documents relating to the claim of the claimant.

The Hon'ble Supreme court way back in the year 1968 in the case of **Gopal Krishna Ji Kedkar vs. Mohhamad Haji Latif and others reported in AIR 1968 SCC 1413** came to hold that the burden of proving a fact lies with the party which possesses the best evidence. A similar view was taken by the Hon'ble Division Bench of the Supreme Court in the case of **Bal Kishan vs. Presiding Officer reported in 1996(3)SCT 548**. Recently the Hon'ble High Court of Punjab and Haryana in the case of **Ramesh Kumar vs. P.O. IT Panipat reported in 2018 LLR 1229** have held that when documents were called but not produced the management is guilty of withholding the documents which could have thrown light on the dispute.

The factual position of this proceeding is that the materials available on record being placed by the claimant lead to a conclusion that the management had employed the claimant on daily wage basis from 1998 to 2004, made payment to him through cash vouchers and one of the manager had also issued a certificate of merit to him. The witness examined on behalf of the management when confronted with the said certificate admitted that the documents appears to be a letter of the Bank but he cannot certify its authenticity. Thus, in view of the facts and the principles decided by the Hon'ble Supreme Court in the case of **Director of Fisheries Termianl Division vs. Bhikubhai Meghajibhai Chabda (2010)ILLJ 3SC** the none compliance of the conditions specified in section 25F of the Id Act makes the termination of the claimant illegal. Since the claimant has successfully proved through oral and documentary evidence about the work done for 240 days preceding to his termination the burden shifts to the employer to prove that he did not complete 240 days of service in the requisite period to constitute continuous service. The management in this case has inexplicably failed to produce the complete records and muster rolls for the relevant period and infact there was practically no challenge to the deposition of the claimant except putting suggestions of the denial. Thus, it is held that the service of the claimant was terminated without complying the provisions of section 25F of the Industrial Dispute Act. The action of the management in terminating the service of the claimant ignoring the period of work rendered by him amounts to unfair labour practice and the management is guilty of suppressing material documents which could have clarified the issue under dispute. Accordingly it is held that the claimant for the unfair labour practice meted to him and for his illegal termination is entitled to the relief sought for. Hence, ordered.

ORDER

The reference be and the same is accordingly answered in favour of the claimant workman. Since the alleged termination took place in the year 2004 and more than 18 years have passed in the meantime and it is not known whether the claimant is still eligible to be employed, it is felt proper to direct the bank to pay a lumpsum amount of compensation to the claimant instead of reinstating him into service. Accordingly the bank is directed to pay Rs. 500,000/- to the claimant as a lumpsum compensation for the illegal termination of his service in the month of December 2004. This amount shall be paid to the claimant within 3 months from the date when the award would become enforceable failing which the amount shall carry interest @ 6% per annum from the date of accrual and till the final payment is made. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 5 मई, 2022

का.आ. 442.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अधीक्षण पुरातत्वविद्, भारतीय पुरातत्व सर्वेक्षण, 22, माल रोड, , आगरा (यू.पी.); महानिदेशक, भारतीय पुरातत्व सर्वेक्षण, 11, जनपथ, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री इन्द्रपाल सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 15 of 2016) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 02.05.2022 को प्राप्त हुआ था।

[सं. एल- 42012/06/2016- आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th May, 2022

S.O. 442.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 15 of 2016) of the Central Government Industrial Tribunal cum Labour Court – Kanpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Superintending Archeologist ,Archeological Survey of India, 22, Mall Road, AGRA (U.P.); The Director General, Archeological Survey of India, 11, Janpath, New Delhi, and Shri Indrapal Singh, worker which was received along with soft copy of the award by the Central Government on 02.05.2022.

[No. L- 42012/06/2016- IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM-LABOUR COURT KANPUR

PRESENT : SOMA SHEKHAR JENA, HJS (Retd.)

I.D. No. 15 of 2016

L-42012/06/2016-IR(DU) dated 15.02.2016

BETWEEN :

Shri Indrapal Singh S/o Shri Yadav Singh,
Village-18, Balhera, Po-Malpura,
AGRA(U.P.)-283102

AND

1. The Superintending Archeologist
Archeological Survey of India,
Agra Circle, 22, Mall Road,
AGRA(U.P.)-282001
2. The Director General,
Archeological Survey of India,
Janpath, New Delhi-110011

AWARD

This award arises in respect of the reference mentioned in the schedule stated below as received from the Government of India in letter no. L-42012/06/2016-IR(DU) dated 15.02.2016

SCHEDULE

“Whether the action of the management of Archaeological Survey of India, Agra in terminating services of Shri Indrapal Singh S/o Shri Yadav Singh workman with effect from 01.04.2014 is just fair & legal ? If not, to what relief the workman concerned is entitled to? ”

On receipt of notification notice was issued to the parties on 23rd March, 2016. In response to the notice the AR of the worker filed the claim statement on 22.04.2016. Later on 24.10.2016 AR of the management filed a written statement. On 07.12.2017 A.R of the worker filed rejoinder. From thereon the case was fixed for filling of the documents of the worker. On perusal of the record it is found that the worker failed to make his presence before this Tribunal and did not file the documents.

On 05.04.2022, during the pendency of the dispute A.R of the worker filed a memo declining his interest to pursue the dispute. The worker failed to communicate with the A.R despite his several futile attempts to intimate the worker regarding the proceeding of the dispute. This clearly manifests the reluctance and non interest of the workman to pursue the case. Pleadings of the workman are not to be read as substantive evidence.

Hence in the given circumstances the reference stands disposed of as of ‘NIL’ award.

Parties are left to bear their respective costs.

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 5 मई, 2022

का.आ. 443.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अधीक्षण पुरातत्वविद्, भारतीय पुरातत्व सर्वेक्षण, 22, माल रोड, आगरा (यू.पी.); महानिदेशक, भारतीय पुरातत्व सर्वेक्षण, 11, जनपथ, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री नाथुआ, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 16 of 2016) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 05.04.2022 को प्राप्त हुआ था।

[सं. एल-42012/07/2016- आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th May, 2022

S.O. 443.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 16 of 2016) of the Central Government Industrial Tribunal cum Labour Court – Kanpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Superintending Archeologist, Archeological Survey of India, 22, Mall Road, AGRA (U.P.); The Director General, Archeological Survey of India, 11, Janpath, New Delhi, and Shri Nathua, worker which was received along with soft copy of the award by the Central Government on 05.04.2022.

[No. L-42012/07/2016- IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT KANPUR

PRESENT : SOMA SHEKHAR JENA, HJS (Retd.)

I.D. No. 16 of 2016

L-42012/07/2016-IR(DU) dated 15.02.2016

BETWEEN :

Shri Nathua S/o Shri Chandan Singh,
42- Kandau Bara, Fatehpur Sikri,
AGRA (U.P.)-283110

AND

1. The Superintending Archeologist
Archeological Survey of India,
Agra Circle, 22, Mall Road,
AGRA(U.P.)-282001
2. The Director General,
Archeological Survey of India,
Janpath, New Delhi-110011

AWARD

This award arises in respect of the reference mentioned in the schedule stated below as received from the Government of India in letter no. L-42012/07/2016-IR(DU) dated 15.02.2016

SCHEDULE

“Whether the action of the management of Archaeological Survey of India, Agra in terminating services of Shri Nathua S/o Shri Chandan Singh workman with effect from 01.01.2014 is just fair & legal ? If not, to what relief the workman concerned is entitled to? ”

On receipt of notification notice was issued to the parties on 23rd March, 2016. In response to the notice the Authorised Representative of the worker filed the claim statement on 22.04.2016. Later on 24.11.2016 AR of the management filed a written statement. On 07.12.2017 Authorised Representative of the worker filed rejoinder. From thereon the case was fixed for filing of the documents of the worker. On perusal of the record it is found that the worker failed to make his presence before this Tribunal and did not file the documents.

On 05.04.2022, during the pendency of the dispute, the Authorised Representative of the worker filed a memo declining his interest to pursue the dispute. The worker failed to communicate with the Authorised Representative despite his several attempts to intimate the worker regarding the proceeding of the dispute. This clearly manifests the reluctance and non interest of the workman to pursue the case. Pleadings of the workman are not to be read as substantive evidence.

Hence in the given circumstances the reference stands disposed of as of ‘NIL’ award.

Parties are left to bear their respective costs.

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 5 मई, 2022

का.आ. 444.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंधन, गैरीसन इंजीनियर (ई / एम) 36 लाल बहादुर शास्त्री मार्ग, लखनऊ ; प्रबंधन, उन्नति इंजीनियर्स, 72 उस्मान एन्क्लेव, सेक्टर-ओ, अलीगंज, लखनऊ, के प्रबंधन के संबद्ध नियोजकों और श्री प्रदीप, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 56/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.04.2022 को प्राप्त हुआ था।

[सं. एल-14012/21/2017- आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th May, 2022

S.O. 444.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 56/2019) of the Central Government Industrial Tribunal cum Labour Court— Lucknow, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Management, Garrison Engineers (E/M), 36 Lal Bahadur Shastri Marg, Lucknow ; The management, M/s Unnati Engineers, 72 Usman Enclave, Sector-O, Aliganj, Lucknow, and Shri Pradeep, Worker which was received along with soft copy of the award by the Central Government on 12.04.2022.

[No. L-14012/21/2017- IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM-LABOUR COURT LUCKNOW****PRESENT : SOMA SHEKHAR JENA, HJS (Retd.)****I.D. No. 56/2019****Ref. No. L-14012/21/2017-IR(DU) dated: 29.10.2018****BETWEEN :**

Sh Pradeep S/o Buddhu Prasad
Village – Jagankheda, Post – Barauni
Sarojini Nagar, Lucknow – 226002

AND

1. The Management
Garrison Engineers (E/M)
Lal Bahadur Shashtri Marg, Lucknow – 226002
2. The Management
M/s Unnati Engineers
Usman Enclave, Sector-O, Aliganj, Lucknow – 226024

AWARD

1. By order No. L-14012/21/2017- IR(DU) dated: 29.10.2018 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute to this CGIT-cum-Labour Court, Lucknow for adjudication
2. The reference under adjudication is:
“WHETHER THE ACTION OF GARRISON ENGINEERS (PRINCIPAL EMPLOYER) & THEIR CONTRACTOR M/S UNNATI ENGINEERS IN TERMINATING THE SERVICES OF SH PRADEEP, EMPLOYED AS HELPER STATED TO BE SINCE 2006 TILL 08.09.2015, IS FAIR, JUST & LEGAL? IF NOT, TO WHAT RELIEF IS THE WORKMAN ENTITLED TO & TO WHAT EXTENT?”
3. The order of reference was endorsed to the Sh. Pradeep, S/o Buddhu Prasad Village – Jagankheda, Post – Barauni, Sarojini Nagar, Lucknow with direction to the party raising the dispute to file the statement of claim along with relevant documents, list of reliance and witnesses with the Tribunal within fifteen days of the receipt of the order of reference and also forward a copy of such a statement to each one of the opposite parties involved in this dispute under rule 10 (B) of the Industrial Disputes (Central), Rules, 1957.
4. The order of reference was registered in the Tribunal on 16.08.2019 and the office was directed to issue registered notice to the workman for filing the statement of claim with list of documents & list of witnesses on 24.10.2019. On the date fixed i.e. 24.10.2019 none turned up on behalf of the workman; however, the opposite party No. 01 put up its appearance. Next date 08.01.2020 was fixed for filing of statement of claim. The workman remained absent on 08.01.2020 also; accordingly, fresh notice was issued to the workman fixing 18.03.2020 to file statement of claim but workman remained absent on 18.03.2020 & 17.06.2020; and from the track record of the notice sent to the workman, it was evident that the notice issued to the workman had been delivered to him. Accordingly, the service of notice was sufficiently presumed vide order dated 27.11.2020; however, in the interest of justice, another date was given for filing of statement of claim. The workman remained absent on 27.11.2020, 22.01.2021, 26.02.2021, 18.05.2021, 14.07.2021, 30.12.2021, 11.02.2022 and 18.02.2022. The workman neither turned up on any of the aforementioned dates nor moved any application or adjournment seeking time to file the statement of claim. More than two years' time has passed and the workman has failed to file his statement of claim, therefore, the case was reserved for award keeping in view the reluctance of the workman to prosecute the case.
5. In the above circumstances, it appears that the workman does not want to pursue its claim on the basis of which it has raised the present industrial dispute; therefore, the present reference order is decided as if there is no grievance left with the workman. Resultantly no relief is required to be given to the workman concerned. The reference under adjudication is answered accordingly.
6. Award as above.

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 5 मई, 2022

का.आ. 445.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार क्षेत्रीय निदेशक, इग्रू क्षेत्रीय केंद्र, गवर्नमेंट एसपीएमआर कॉलेज ऑफ कॉमर्स परिसर, अरबिंदो ब्लॉक, कैनाल रोड, जम्मू (जम्मू और कश्मीर); मैसर्स बी.डी. सिक्योरिटी प्राइवेट लिमिटेड, पहली लेन, तीसरी बिल्डिंग ग्रेटेड कैलाश, जम्मू (जम्मू और कश्मीर) के प्रबंधन के संबद्ध नियोजकों और श्री सुनील कुमार, श्री संजीत कुमार, कामगार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह-श्रम न्यायालय-II, चंडीगढ़ के पंचाट (संदर्भ संख्या 167/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 26.04.2022 को प्राप्त हुआ था।

[सं. एल-42012/44/2019- आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th May, 2022

S.O. 445.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 167/2019) of the Central Government Industrial Tribunal cum Labour Court –II, Chandigarh, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Regional Director, IGNOU Regional Centre, Govt. SPMR College of Commerce Premises, Aurobindo Block, Canal Road, Jammu (J&K); M/s. B.D. Security Private Limited, 1st Lane, 3rd Building Greated Kailash, Jammu (J&K), and Shri Suneel Kumar, Shri Sanjeet Kumar, Worker which was received along with soft copy of the award by the Central Government on 26.04. 2022.

[No. L- 42012/44/2019- IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH.****Present:** Sh. S. K. Thakur, Presiding Officer**ID No.167/2019****Registered on:-06.12.2019**Sh. Suneel Kumar S/o Lt. Madan Lal, Bharda Kilan,
The-Akhnoor, Distt. Jammu(J&K)-181201.Sh. Sanjeet Kumar S/o Sh. Mohinder Lal, H.No.71, Mandlik Nagar,
Toph Sherkhania, Jammu (J&K)-181121.

...Workmen

Versus1. The Regional Director, IGNOU Regional Centre, Govt. SPMR College
of Commerce Premises, Aurobindo Block,
Canal Road, Jammu(J&K)-18001.2. M/s B.D. Security Private Limited, 1st Lane,
3rd Building Greated Kailash, Jammu(J&K)-180002.

...Respondents/Managements

AWARD**Passed on:-08.03.2022**

Central Government vide Notification No.L-42012/44/2019-IR(DU) dated 02.12.2019, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of management of Regional Director, IGNOU Regional Centre, Govt. SPMR College of Commerce Premises, Aurbindo Block Canal Road, Jammu in terminating the services Sh. Suneel Kumar S/o Lt. Madan Lal, Bharda Kilan, The-Akhnoor, Distt. Jammu(J&K)-181201 and Sh. Sanjeet Kumar S/o Sh. Mohinder Lal, H.No.71, Mandlik Nagar, Toph Sherkhania, Jammu (J&K)-181121 employed through security Agency B.D. Security Pvt. Ltd. 1st lane, 3rd Building, Greater Kailash Jammu w.e.f. 30.07.2018 is just, fair and legal? If not to what relief the workman is entitled to and from which date?”

1. On the receipt of the above reference, notice was sent to the workmen as well as to the respondent/management. The postal article sent to the workmen, referred above, is duly delivered to the workmen. Workmen is given sufficient opportunities to file claim statement but none turned up in spite of the opportunity afforded to file claim statement, which shows that the workmen is not interested in adjudication of the matter on merit.

2. Since the workmen has neither put their appearance nor they have filed statement of claim to prove their cause against the respondent/management, as such, this Tribunal is left with no choice, except to pass a ‘No Claim Award’. Accordingly, ‘No Claim Award’ is passed in the instant reference ID No.167/2019.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

S. K. THAKUR, Presiding Officer

नई दिल्ली, 5 मई, 2022

का.आ. 446.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, बीएसएनएल टेलीफोन एक्सचेंज, एपीटी. गुलबाई टेकरा, गुजरात यूनिवर्सिटी रोड, नवरंगपुरा रोड, अहमदाबाद (गुजरात);, डी.ई. प्रभारी, भारत संचार निगम लिमिटेड, बी / एच ईएसआईसी अस्पताल, सामान्य अस्पताल, बापूनगर, अहमदाबाद; निदेशक, मैसर्स अरविंदकान्त सुरक्षा एजेंसी, दुकान संख्या 3, लाभ रेजीडेंसी, अटलाटाडा, वडोदरा (गुजरात), के प्रबंधन के संबद्ध नियोजकों और सचिव, ऑल गुजरात लाल ववत कामदार यूनियन, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 121/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.04.2022 को प्राप्त हुआ था।

[सं. एल- 40011/15/2019- आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 5th May, 2022

S.O. 446.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 121/2019) of the Central Government Industrial Tribunal cum Labour Court, Ahmedabad, as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Bharat Sanchar Nigam Limited, BSNL Telephone Exchange, Apptt. Gulbai Tekra, Gujarat University Road, Navrangpura Road, Ahmedabad (Gujarat); The D.E. Incharge, Bharat Sanchar Nigam Limited, B/h ESIC Hospital, General Hospital, Bapunagar, Ahmedabad ; The Director, M/s Arvindkant Security Agency, Shop No. 3, Labh Residency, Atlatada, Vadodara (Gujarat), and The Secretary, All Gujarat Lal Vavata Kamdar Union , which was received along with soft copy of the award by the Central Government on 27/04/2022.

[No. L- 40011/15/2019- IR (DU)]

D. K.HIMANSHU, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD****Present:** Radha Mohan Chaturvedi, Presiding OfficerDated 12th April, 2022**Reference (CGITA) No. - 121/2019**

1. The General Manager,
Bharat Sanchar Nigam Limited,
BSNL Telephone Exchange, Apptt. Gulbai Tekra,
Gujarat University Road, Navrangpura Road,
Ahmedabad (Gujarat) – 380015
2. The D.E. Incharge,
Bharat Sanchar Nigam Limited,
B/h ESIC Hospital, General Hospital, Bapunagar,
Ahmedabad – 380015
3. The Director,
M/s Arvindkant Security Agency,
Shop No. 3, Labh Residency, Atlatada,
Vadodara (Gujarat) - 390012

...First Parties

V/s

The Secretary,
All Gujarat Lal Vavata Kamdar Union,
B/104, Savigovind Plaza Bodakdev,
Ahmedabad (Gujarat) – 380015

...Second Party

For the First Parties : None

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-40011/15/2019-IR (DU) dated 30.08.2019 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of the union, Secretary, All Gujarat Lal Vavata Kamdar Union, Ahmedabad against the General Manager, Bharat Sanchar Nigam Limited, Ahmedabad & its Contractor, M/s Arvindkant Security Agency, Vadodara for 1. Demand of payment of Bonus @ 8.33% for the year of 2017-2018. 2. Demand of 28 days leave with wages & 3. Payment of overtime wages on weekly off days from 01.03.2017 to 31.03.2018 to Sh. Rameshsinh J. Tomer & Rajsinh A. Yadav, Contractual Security Guard is legal, fair and justified? If yes, what relief, Sh. Rameshsinh J. Tomer & Rajsinh A. Yadav are entitled to?”

1. The reference was received in this Tribunal on 16.09.2019. The Ministry had directed the party raising the dispute to file the statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.

2. Notice Exh. 2 issued by the Tribunal to all parties to appear and file statement of claim and written statement thereof. A period of 2 and half years had been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.

3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.

4. It is therefore just & proper to pass an award considering "no dispute" between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act.

RADHA MOHAN CHATURVEDI, Presiding Officer

नई दिल्ली, 5 मई, 2022

का.आ. 447.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 17/2015) को प्रकाशित करती है।

[स. एल-12012/11/2015-आईआर (बी-1)]

डी. गुहा, अवर सचिव

New Delhi, the 5th May, 2022

S.O. 447.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.17/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/11/2015- IR(B-1)]

D. GUHA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/17/2015

Present: P.K. Srivastava, H.J.S..(Retd)

Smt. Lakshmi Bai,
W/o late Hiralal,
6/88, Homeguard Colony,
Ratlam (MP)

...Workman

Versus

The Branch manager,
State Bank of India,
Main Branch Ratlam,

...Management

AWARD

(Passed on 6-4-2022.)

As per letter dated 13/2/2015 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12012/11/2015-IR(B-1). The dispute under reference relates to:

"Whether the action of the management of State Bank of India, Main Branch, Ratlam in verbally terminating the services of workman Smt. Lakshmi Bai w.e.f. 12-2-2014 is justified? If not, to what relief the workman is entitled to?"

1. After registering the case on the basis of reference, notices were sent to the parties. Both the parties have submitted their statement of claim/defence.
2. According to the workman, she was appointed as a daily wager for the work of gardening in the SBI Main Branch Ratlam and has been working as such continuously since July-2013. Initially she was paid Rs.70/- per day which was increased up to 4500/- per month. She was not being paid wages as per the Collector rate. Her services were terminated by the Bank under an order on 12-2-2014. She made a representation against her illegal termination before the Bank. Thereafter she raised a dispute before the Regional Labour Commissioner, Central Government, Bhopal. The Management engaged another person for the same job after her removal. According to the workman, her disengagement is bad in law and is violative of Section 25G of the Industrial Disputes Act, 1947(hereinafter referred to as the word Act) because she had completed 240 days in continuous

service of the Bank, in the year preceding the date of her dis-engagement. Accordingly, she has prayed that she be reinstated with back wages and consequential benefits, setting aside her dis-engagement.

3. The case of the Management is mainly that the workman was a daily wager appointed on the basis of availability of job. She was paid her daily wages. She never worked continuously for 240 days. She was disengaged because the Bank decided to outsource the job and engaged an Outsourced Agency for the job. According to the management, there is no illegality in her dis-engagement. Accordingly, the Management has requested that the reference be answered against the workman.

4. The workman has filed notice of Regional Labour Commissioner issued to the Bank during the conciliation proceedings and photocopy of RTI documents both marked as Exhibit W-1 and W-2 respectively. Rest all the documents are photocopies denied by the Management and which were required to be proved by the workman but the workman has not proved the same.

5. In spite of sufficient opportunity given to workman, she did not examine any witness, nor filed or proved any documents. The management has also not examined any witness.

6. No argument was submitted from the side of the workman and neither any written argument was filed. I have heard learned counsel for the management and have perused the record.

7. **The reference is the issue for determination, in the case in hand.**

8. Before entering into any discussion, it is necessary to reproduce Section 25B and Section 25G of the Industrial Disputes Act, 1947 which is as follows:-

Section 25 B:-

Definition of continuous service.-

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman; (2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer- (a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than- (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and (ii) two hundred and forty days, in any other case; (b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than- (i) ninety-five days, in the case of a workman employed below ground in a mine; and (ii) one hundred and twenty days, in any other case.

25G. Procedure for retrenchment.- Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

9. The burden to prove her claim is on the workman that she had been in continuous engagement of Management for 240 days as mentioned under Section 25B referred to above, in the year preceding the date of her dis-engagement. In the case of **Range Forest Officer Vs. S.T.Hadimani**(2002) 3 SCC 25, it has been so held. This view has been followed in other decision of **Bhavnagar Municipla Corporation & Others Vs. Jadeja Govubha Chhanubha and Another**(2014)16 SCC 130 and **State Bank of Bikaner & Jaipur Vs. Om Prakash Sharma** (2006) 5 SCC 123.

10. The workman has not discharged its burden to prove her continuous engagement with the Management Bank as referred to above. Hence, there is no material on record to hold the termination of service of workman against law. Accordingly, the reference deserves to be answered against the workman.

11. On the basis of the above discussion, following award is passed:-

A. The action of the of State Bank of India, Main Branch, Ratlam in verbally terminating the services of workman Smt. Lakshmi Bai w.e.f. 12-2-2014 is held to be just and proper.

B. The workman is held entitled to no relief.

12. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 6 मई, 2022

का.आ. 448.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत तिब्बत सीमा पुलिस के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 30/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05.05.2022 को प्राप्त हुआ था।

[सं. एल-42012/183/2002-आई.आर. (सीएम-2)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 6th May, 2022

S.O. 448.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 30/2003) of the Central Government Industrial Tribunal-cum-Labour Court, JABALPUR as shown in the Annexure, in the industrial dispute between the Management of Bharat Tibet Sima Police and their workmen, received by the Central Government on 05.05.2022.

[No. L-42012/183/2002 –IR (CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/30/2003

Present: P. K. Srivastava, H.J.S..(Retd)

Smt. Mithlesh Jogi
W/o late Shri Prahalad Jogi,
Village Jogi Mohalla,
Old Shivpuri,
Shivpuri (M.P.)

...Workman

Versus

The Commandant,
Bharat Tibet Sima Police,
Shivpuri, Guna(M.P.)

...Management

AWARD

(Passed on 12-4-2022)

As per letter dated 9-1-2003 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-42012/183/2002-IR(CM-II). The dispute under reference relates to:

“Whether the action of the management of Bharat Tibet Sima Police Shivpuri in orally terminating the services of Smt. Mithlesh Jogi W/o late Shri Prahalad Jogi w.e.f. 1-4-1999 is legal and unjustified? if not to what relief she is entitled to? .”

1. After registering the case on the basis of reference, notices were sent to the parties. The parties have filed their respective statement of claim/defence.

2. Objection regarding maintainability of the reference was raised from the side of the management during the course of hearing, hence with the consent of the parties, this objection was taken and was heard as a preliminary point and is being decided after hearing.

3. The connected facts are that according to the workman she worked in the Balwadi Shiksha Vidyalaya School Indo Tibet Seema Police at Shivpuri in the period from 7-2-1992 to 31-3-1999 continuously in every year for a period of not less than 240 days. Hence she was entitled to be regularized but the Management orally terminated her services on 1-4-1999 without any notice or compensation which is against Section 25G of the Industrial Disputes Act, 1947 (referred to herein as the word 'Act'). The workman raised a dispute. The reference was sent by the Central Government to this Tribunal for adjudication after failure of conciliation.

4. According to the management, no Balwadi School as mentioned by the workman is run by Indo Tibetan Border Police in Shivpuri as claimed by the workman. A jhoolaghar was established in the year 1989 by M.P. Bal Kalyan Parishad for the welfare of families of the soldiers in the Indo Tibetan Border Police force. The Bal Parishad had granted budget for it. This jhoolaghar was run on the budget made available by State of Madhya Pradesh. State of Madhya Pradesh has stopped this scheme, hence the jhoolaghar project work was disbanded. The Indo Tibetan Border Police has no concern with this jhoolaghar. The workman was never appointed by the Management of ITBP. The Management of ITBP is not an industry as defined in Industrial Disputes Act, 1947, hence the reference is not maintainable against the Management of ITBP. Also it has been stated that the workman is not entitled to any relief from the Management of Indo Tibetan Border Police.

5. On the basis of these pleadings of parties, the preliminary point which necessarily arises for determination is as to whether the Indo Tibetan Border Police is industry as defined in Industrial Disputes Act, 1947 or not and secondly whether the reference is maintainable against the Management of Indo Tibetan Border Police or not?

6. Learned counsel for the management has referred to Section 2J of the Industrial Disputes Act, 1947 and has submitted that since Indo Tibetan Border Police is a para military force established by Government of India engaged in protecting the border thus doing the sovereign duties of a State cannot be said to be an industry in the Act. Learned Counsel has further referred to OM No.10-9-2002 issued by the Deputy Secretary in the Ministry of Home Affairs informing the Ministry of Labour that the Indo Tibetan Border Police is not an industrial establishment, hence not covered. On the other hand it has been submitted from the side of the workman that since the jhoolaghar was being maintained under Indo Tibetan Border Police, it will be an industry for that purpose.

7. Section 2j and 2k and 2ka of the Industrial Disputes Act, 1947 is being referred to as follows:-

- [(j) "industry" means any business, trade, undertaking, manufacture or calling of employers and includes any calling, service, employment, handicraft, or industrial occupation or avocation of workmen;**
- [(k) "industrial dispute" means any dispute or difference between employers and employees, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person;**
- [(ka) "industrial establishment or undertaking" means an establishment or undertaking in which any industry is carried on: one or some of such activities is or are an industry or industries, then,—**
 - (a) if any unit of such establishment or undertaking carrying on any activity, being an industry, is severable from the other unit or units of such establishment or undertaking, such unit shall be deemed to be a separate industrial establishment or undertaking;**
 - (b) if the predominant activity or each of the predominant activities carried on in such establishment or undertaking or any unit thereof is an industry and the other activity or each of the other activities carried on in such establishment or undertaking or unit thereof is not severable from and is, for the purpose of carrying on, or aiding the carrying on of, such predominant activity or activities, the entire establishment or undertaking or, as the case may be, unit thereof shall be deemed to be an industrial establishment or undertaking;]**

8. The Indo Tibetan Border Police is undisputedly a Central Para Military force deputed for security of Borders. It cannot be covered within the meaning of industry as mentioned in Section 2J of the Act as referred to above because it is not into any business, trade, undertaking, manufacture or calling of employers and includes any calling, service, employment, handicraft, or industrial occupation, hence the applicant cannot be

said to be a workman for the purpose of the Act and the present dispute cannot be held to be an industrial dispute as defined in the Act, as mentioned above.

9. Hence in the light of the above discussion, the reference is held to be not maintainable before this Tribunal and is liable to be answered accordingly.

10. On the basis of the above discussion, the reference is answered as follows:-

Since the Indo Tibetan Border Police Force is not an industry as defined in Section 2j of the Industrial Disputes Act, 1947, the reference is not maintainable before this Tribunal.

11. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 6 मई, 2022

का.आ. 449.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 7/2018) को प्रकाशित करती है।

[सं. एल-41011/60/2017-आई आर (बी-1)]

डी. गुहा, अवर सचिव

New Delhi, the 6th May, 2022

S.O. 449.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 7/2018) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No. L-41011/60/2017- IR(B-1)]

D. GUHA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/7/2018

Present: P. K. Srivastava, H.J.S..(Retd)

The General Secretary,
Bharatiya Rail Dalit Mazdoor Association,
H.No.1519/B, Road No.4
New Railway Colony, Ratlam (MP)

...Workman

Versus

The Divisional Railway Manager,
Western Railway,
Ratlam (MP)

...Management

AWARD

(Passed on 11-4-2022)

As per letter dated 1-2-2018 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-41011/60/2017-IR(B-1). The dispute under reference relates to:

“Whether the action of the management of DRM Western Railway, Ratlam in imposing punishment of stoppage of one(1)Annual Increment w.e.f. 7/11/2008 in r/o Shri B.L.Suryavanshi, without disposing his mercy appeal dated 16-12-2008 is just and proper? If not, to what relief the workman concerned is entitled to? .”

1. After registering the case on the basis of reference, notices were sent to the parties.

2. The workman during the whole proceedings was present for once and later on he absented himself on all the dates fixed for hearing and nor has he filed any written statement of claim, inspite of several opportunities being given.
3. The Management though was represented by its learned Shri R.K.Soni but has not filed the statement of defense, inspite of several opportunities granted, hence the case proceeded ex-parte against the workman vide order dated 22/10/2021.
4. The initial burden to prove their claim lies on the workman. He has not filed any statement of claim nor has he filed any documents or evidence in his support. The workman has miserably failed to prove his case. Hence this tribunal is constrained to decide the reference against the workmen.
5. Accordingly an ex-parte award in favour of the Management is passed. The workman is held entitled to no relief.
6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 6 मई, 2022

का.आ. 450.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 76/2002) को प्रकाशित करती है।

[सं. एल-41012/1/2002-आईआर (बी-1)]

डी. गुहा, अवर सचिव

New Delhi, the 6th May, 2022

S.O. 450.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 76/2002) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of South Eastern Railway and their workmen.

[No. L-41012/1/2002- IR(B-1)]

D. GUHA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/76/2002

Present: P.K. Srivastava, H.J.S..(Retd)

Shri Ashok Kumar Jana
S/o Devendra Nath Jana,
Quarter No.405, Post Office Road,
Babukoli, Bilaspur(C.G.)

Versus

The Deputy Chief Signal
& Telecommunication Engineer (Const.)
South Eastern Railway
Bilaspur (C.G.)

...Workman

..Management

AWARD

(Passed on 8-4-2022)

As per letter dated 17/5/2002 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-41012/1/2002-IR(B-1).The dispute under reference relates to:

“Whether the action of the management of Dy.CSTE(Constn.), S.E. Railway, Bilaspur in terminating the services of the workman Shri Ashok Kumar Jana is justified?if not, what relief the workman is entitled?”.”

1. After registering the case on the basis of reference, notices were sent to the parties. Both the parties have filed their respective statement of claim/defense.

2. The case of the workman as stated in his statement of claim is that he was first appointed on 25-3-1998 by Management post facto sanction was accorded by DRM Bilaspur vide letter dated 27-8-1998. The workman was working to the satisfaction of his superiors. He was issued warning letters on 15-12-1999, 15-1-2000, 12-9-2000 and 10-7-2001 which were without any basis. On inquiry, he was served with a 14 days' notice for termination of his services vide order of management dated 30-8-2001. He submitted is reply to the notice. He also moved an application before the Assistant labour Commissioner, Bilaspur against the proposed termination notice. The Respondent management terminated his services w.e.f. 13-9-2001. Thereafter he raised an industrial dispute. The Central Government made a reference to this Tribunal after failure of conciliation. According to the workman, his termination was bad in law as he had worked for 240 days and was appointed against existing vacancy with Post-Facto sanction of DRM, Bilaspur for appointment. His services were terminated without granting any opportunity of hearing and without complying with the provisions of Industrial Disputes Act, 1947 in this respect. The Terminating Authority did not consider the fact that letters of warning were issued to the workman without hearing his case, hence could not be considered. According to the workman, he deserves to be reinstated with back wages and consequential benefits and he has prayed accordingly.

3. The case of the management is mainly that the workman was appointed as casual bungalow peon. He had not completed three years of service up to the date of transfer to the other Railway Department. It was a condition of his services that if his services were not found satisfactory then he can be terminated. These conditions are mentioned in **Circular No.P/R&R/Bungalow/Peon/Poly/1840 dated 29-8-2000**, which are as follows:-

- (1) If a Substitute/Casual Bungalow Peon has not completed 3 years service up to the date of the date of transfer to other Railway /department/long leave of the officer who engaged him, then his/her service is to be terminated with due notice and his/her name is to be kept in live casual Labour Register for re-engagement in future as per requirement, provided his service was satisfactory.**
- (2) If the service of a bungalow Peon is unsatisfactory till regularization his services should be terminated.**

4. The following issues were framed by my learned Predecessor vide order dated 30-3-2017 which are as follows:-

- 1. Whether the services of the workman are terminated complying with the Rule 301 of India Railway Establishment Code & Circular dated 29-8-2000?**
- 2. Whether the termination of services of the workman is in violation of the Industrial Disputes Act, 1947 and as such illegal?**
- 3. If not, to what relief the workman is entitled to ?**

5. According to the management, the workman was in the habit of disobeying instructions/orders of his superiors and used to remain continuously absent unauthorized from his duty without any proper information. For these acts warning letters were issued to him from time to time. The Officer with whom he was engaged as a casual bungalow peon was transferred and released the workman on 25-7-2001, hence his services were no more required and he was liable to be terminated for which 14 days' notice as required in Rule 301 of Indian Railway Establishment Code-1 was given to him and his services were terminated accordingly. According to the management, there was no illegality in terminating the services of the workman. Accordingly, the Management has requested that the reference be answered against the workman.

6. In evidence, the workman filed photocopy documents regarding his educations qualification and some certificates as well as pass/p.t.os issued to the workman. The workman filed his affidavit also but he never appeared for cross-examination. The workman filed documents exhibit W-1 to W-15, admitted by the management and which shall be referred to as and when required. The management has filed affidavit of its witness. The workman did not appear to cross-examine the management witness, hence opportunity of cross-examination was closed.

7. The workman did not appear at the time of argument. He did not file any written argument. I have gone through the record as well.

8. **ISSUE NO.1:-****The Rule 301 of India Railway Establishment Code-1 is being reproduced as under:-**

301. Termination of service and period of notice—(1) Temporary railway servants.—When a person without a lien on a permanent post under Government is appointed to hold a temporary post or to officiate in a permanent post, he is entitled to no notice of the termination of his service if such termination is due to the expiry of the sanction to the post which he holds or the expiry of the officiating vacancy, or to his compulsory retirement due to mental or physical incapacity or to his removal or dismissal as a disciplinary measure after compliance with the provisions of Clause (2) of Article 311 of the Constitution of India. If the termination of his service is due to some other cause, he shall be entitled to one month's notice provided he was engaged on a contract for a definite period and the contract does not provide for any other period of notice; and to a notice of 14 days if he was not engaged on a contract. Temporary railway servants with over three years continuous service, shall, however, be entitled to a month's notice. The periods of notice specified above shall apply on either side, and steps should be taken to bring this condition to the notice of the railway servants concerned.

Note.—(1) Show cause notice is necessary for the termination of the service of permanent railway servants.

(2) **Apprentices.**—Except as otherwise provided in his service agreement, the service of an apprentice shall be liable to termination on one week's notice.

(1) **Certain other railway servants.**—The services of certain other railway servants specified below shall be liable to termination on notice on either side for the periods shown against each. Such notice is not, however, required in cases of dismissal or removal as a disciplinary measure after compliance with the provisions of clause (2) of Article 311 of the Constitution and compulsory retirement due to mental or physical incapacity.

(a) Probationary officers and Group A & Group B railway servants on Probation 3 month's notice

(b) Gazetted railway servants on probation in the Medical department. 1 month's notice

(c) Group C and Group D railway servants on probation 1 month's notice

(4) The service of any of the railway servants mentioned in clauses (1), (2) and (3) who is entitled to a notice of stipulated period may be terminated forthwith and on such termination the railway servant shall be entitled to claim a sum equivalent to the amount of his pay plus allowances for the stipulated period of notice at the same rates at which he was drawing them immediately before the termination of his service, or, as the case may be, for the period by which such notice falls short of the stipulated period of notice.

Note. (i)—The appointing authorities are empowered to reduce or waive, at their discretion the stipulated period of notice to be given by a railway servant but the reason justifying their action should be recorded. This power cannot be re-delegated.

(ii) However, in respect of Group 'A' probationers of railway services undergoing probationary training at the Centralized Training Institutes, this power may be exercised by the heads of Centralized Training Institutes where their probationary training has been centralized.

(Authority: Railway Board's letter No. E(Trg.)2004(13)/2 dated 08.12.2004)

(5) The notice of termination of service or order of forthwith termination of service as the case may be, under this rule should be given by an authority not lower than the appointing authority.

(6) Notwithstanding anything contained in clauses (1), (2) and (4) of this rule, if the Railway servant or Apprentice is one to whom the provisions of the Industrial Disputes Act 1947, apply, he shall be entitled to notice or wage in lieu thereof in accordance with the provisions of that Act.

Note.—No notice of termination will be necessary in a case where temporary railway servant is deemed to have resigned his appointment and ceased to be in employment if such a person remained absent on extraordinary leave beyond a limit of 5 years for whom no show cause notice is required as in the case of permanent railway servants.

9. The bear perusal of Rule 301 of India Railway Establishment Code-1 makes it clear that in case of Group C and D Railway Servants on probation require one month notice before their termination. This notice can be waived but the railway servant shall be entitled to claim a sum equivalent to the amount of his pay and allowances for the stipulated period of notice at the same rates for which he was drawing earlier before his termination. This is not disputed that the workman was in 'D' category.

10. This is also not disputed that the Management invoked its powers under Rule 301 of Indian Railway Establishment Code-1 to terminate the workman, as it is clear from the written statement of defence filed by the Management in reply to para-28 at page-8. The Management witness also states the same in her affidavit as her examination in chief. It is also established that 14 days termination notice was given to the workman whereas as per Rule 301 of India Railway Establishment Code-1 requires 30 days notice, hence the notice of termination given to the workman does not have the force of law. The termination on such defective notice cannot be justified in law. **Accordingly Issue No.1 is answered.**

11. **ISSUE NO.2:-**

As submitted by learned counsel for the workman, the Department of South Eastern Railway is an Industry as defined in Industrial Disputes Act, 1947. Hence the present issue is an industrial dispute as defined in Section 2(j) and 2(k) the Industrial Disputes Act, 1947, which is as follows:-

Sec.2 (j) of the Industrial Disputes Act, 1947 defines ‘industry’ as any business, trade, undertaking, manufacture, or calling of employers and includes any calling, service, employment, handicraft or industrial occupation or avocation of workmen”.

Sec.2(k) “Industrial dispute” means any dispute or difference between employers and employees, or between employers and workmen, or between workmen and workmen, which is connected with the Sec. 2 The Industrial Disputes Act, 1947 employment or non-employment or the terms of employment or with the conditions of labour, of any person;

[(ka) “industrial establishment or undertaking” means an establishment or undertaking in which any industry is carried on: Provided that where several activities are carried on in an establishment or undertaking and only one or some of such activities is or are an industry or industries, then,-

(a) if any unit of such establishment or undertaking carrying on any activity, being an industry, is severable from the other unit or units of such establishment or undertaking, such unit shall be deemed to be a separate industrial establishment or undertaking;

(b) if the predominant activity or each of the predominant activities carried on in such establishment or undertaking or any unit thereof is an industry and the other activity or each of the other activities carried on in such establishment or undertaking or unit thereof is not severable from and is, for the purpose of carrying on, or aiding the carrying on of, such predominant activity or activities, the entire establishment or undertaking or, as the case may be, unit thereof shall be deemed to be an industrial establishment or undertaking;]

12. The workman has also referred to the Seven Judges Bench decision of the Hon’ble the Apex Court in the case of **Bangalore Water Supply & Sewerage Board, Etc. VS. R. Rajappa & Others**(1978) 2 SCC 213 on this point. Section 25G of the Industrial Disputes Act, 1947 also provides for 30 days notice or compensation in lieu of notice before termination of an employee who has completed 240 days in continuous service in the year preceding the date of his termination

13. The Management does not dispute the claim of the workman that he had completed 244 days in service in one year, hence holding the termination of the workman not proved as defined under Section 25G of the Industrial Disputes Act, 1947, **Issue No.2 is answered accordingly.**

14. **ISSUE NO.3:-**

In the light of the findings recorded above, when the termination of the workman has been held against law, the point still remains as to what relief the workman is entitled. The nature of appointment of workman was temporary as it is established from the evidence on record, hence he is not entitled to reinstatement. Keeping in view the facts and circumstances of the case in hand, a lump sum compensation of **Rs.1,00,000/- (Rs.one lakh)** as full and final settlement in lieu of all the claims of the workman, will meet the ends of justice in my view. **Issue No.3 is answered accordingly.**

15. On the basis of the above discussion, following award is passed:-

A. The action of the management “of Dy.CSTE(Constn.), S.E.Railway, Bilaspur in terminating the services of the workman Shri Ashok Kumar Jana is held not justified in law and fact.

B. The workman is held entitled to a lump sum compensation of Rs.1,00,000/-(Rs.one lakh) as full and final settlement in lieu of all the claims of the workman.

16. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 6 मई, 2022

का.आ. 451.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 41/2015) को प्रकाशित करती है।

[सं. एल-12012/54/2015-आई आर (बी-1)]

डी. गुहा, अवर सचिव

New Delhi, the 6th May, 2022

S.O. 451.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.41/2015) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/54/2015– IR(B-1)]

D. GUHA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present: Radha Mohan Chaturvedi, Presiding Officer

Dated 12th April, 2022

Reference (CGITA) No. - 41/2015

1. The Regional Manager,
State Bank of India,
Regional Office, Nilambaug,
Bhavnagar (Gujarat) – 364001
2. The Branch Manager,
State Bank of India,
Nilambaug Branch, Nilambaug,
Bhavnagar (Gujarat) – 364001
3. The Branch Manager,
State Bank of India,
Chitra Branch,
Bhavnagar (Gujarat) - 364001

...First Parties

V/s

Shri Chandrasinh Juvarnsinh Vala,
Nr. Nirbhay Society, Plot No. 1,
Gurukul School Area, Pujanagar, Chitra,
Bhavnagar (Gujarat)

...Second Party

For the First Parties : Shri J.D. Chalishajar

For the Second Party : None

AWARD

The Ministry of Labour and Employment, Government of India have in exercise of powers conferred by the Clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of Industrial Disputes Act, 1947 referred the below mentioned dispute vide reference adjudication Order No. L-12012/54/2015-IR (B-I) dated 05.05.2015 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the management of State Bank of India, Bhavnagar in terminating the services of Shri Chandrasinh Juvansinh Vala from service w.e.f. May, 2005 is legal and justified? If not, what relief, the workman is entitled to?”

1. The reference was received in this Tribunal on 14.05.2015. The Ministry had directed the party raising the dispute to file the statement of claim complete with relevant documents with the Tribunal within 15 days of receipt of this order of reference as per provision made under Rule 10 (B) of Industrial Disputes (Central) Rules, 1957. This order of reference had been sent to all the parties as well as this Tribunal through registered post by the Ministry. Therefore, it is inferred that the same had been delivered to all the parties including claimants.
2. Notice Exh. 2 issued by the Tribunal to all parties to appear and file statement of claim and written statement thereof. A period of approximately 7 years had been elapsed but none has appeared and filed the statement of claim as directed and expected by the Ministry.
3. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act.

RADHA MOHAN CHATURVEDI, Presiding Officer

नई दिल्ली, 6 मई, 2022

का.आ. 452.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण – सह – श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 77/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05.05.2022 को प्राप्त हुआ था।

[सं. एल-22012/91/2019-आई.आर. (सीएम-2)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 6th May, 2022

S.O. 452.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 77/2019) of the Central Government Industrial Tribunal-cum-Labour Court, JABALPUR as shown in the Annexure, in the industrial dispute between the Management of S.E.C.L. and their workmen, received by the Central Government on 05.05.2022.

[No. L-22012/91/2019 – IR (CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/77/2019

Present: P. K. Srivastava, H.J.S..(Retd)

The General Secretary,
Koyla Mazdoor Sabha(HMS)
1864 Wright Town,
Jabalpur (M.P.)-482001

...Workman

Versus

The General manager,
Jamuna & Kotma Area of SECL,
PO-Jamuna Colliery,
District Anuppur (M.P.)

...Management

AWARD

(Passed on this 7-4-2022)

As per letter dated 13/11/2019 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-22012/91/2019-IR(CM-II). The dispute under reference relates to:

“Whether the action of the management of SECL in not correcting the date of birth of workman Shri Das Prasad as per provisions of implementation instruction No.76 is justified? If not, what relief the workman Shri Das Prasad S/o Hiralal is entitled for ? .”

1. After registering the case on the basis of reference, notices were sent to the parties.
2. The workman never appeared and did not file any statement of claim.
3. The management filed its written statement of defence, wherein it has been pleaded that the claim of the workman was that he was first appointed on 18-1-1982. His qualification was Class-8th pass. His date of birth as per his certificate was 4-7-1961. In the Mining Sirdar Certificate also the same date of birth was recorded. This certificate was issued on 13-7-1990. In his service experts also his date of birth is 4-7-1961 but someone had manipulated the record and changed it to 18-1-1958, since then his date of birth as 18-1-1958 was recorded in every document maintained by the management as mentioned in para-11 of the written statement. The workman has now relied on his school leaving certificate/mark sheet which was never produced before the Management at any point of time, hence it cannot be accepted at the fag end of his career.
4. The workman never appeared, hence the reference proceeded ex-parte against the workman. The management filed affidavit of its witnesses and proved documents Exhibit M1 to M7 which are mainly documents relating to his date of birth/age of the workman maintained by the Management since the date of his first appointment.
5. None appeared for the workman at the time of argument. No written argument was filed. I have heard Shri A.K.Shashi, learned counsel for the Management and I have gone through the record as well.
6. **The Reference is the issue for determination, in the case in hand.**
7. The initial burden to prove his case is on the workman in which he has failed as there is no evidence or even pleadings, stating the claim of the workman. On the other hand, from the evidence of Management witness on oath and the documents proved by him, the case of the management, that the date of birth of the workman is 18-7-1958 stands proved.
8. Accordingly, holding the claim of the workman not proved, the reference deserves to be answered against the workman.
9. On the basis of the above discussion, following award is passed:-
 - A. **The action of the management of SECL in not correcting the date of birth of workman Shri Das Prasad as per provisions of implementation instruction No.76 is held just and proper.**
 - B.T **he workman is held entitled to no relief.**
10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P.K. SRIVASTAVA, Presiding Officer